

Contributed

REPORT OF THE AMERICAN CONSUL- LATE GENERAL,

On the Trial of Messrs. Sheppard and Morrison.

The Honorable Assistant Secretary of State, Washington, D. C.

Sir: I have the honor to report that I left Boma, with Mr. Kirk, on September 9, and arrived at Leopoldville three days later, to attend the trial of the Revs. W. M. Morrison and W. H. Sheppard, of the American Presbyterian Congo Mission, Luebo, which was set for September 24.

At the request of the attorneys for both the prosecution and defense the judge of the Court of the First Instance at Leopoldville, before whom the case was heard, advanced the day of the trial to September 20, so that both the attorneys would be able to return to Europe by the steamer sailing September 28.

The case was called at 8:30 a. m., and M. Vandermeeren, the attorney for the Compagnie du Kassai, who has been in Congo for several months past defending agents of the Campagne before the courts, opened the case and spoke for three consecutive hours. M. Emile Vandervelde, the leader of the Socialist Party in the Belgium Chamber of Deputies, who came out here especially to defend the missionaries, began his argument at three o'clock the same day, and finished at 5:15 p. m. Most of the necessary arrangements and preparations for the case having been made a short time prior to the trial.

No official stenographer being present at court, it was very difficult to catch all the points which were brought out by the attorneys, but in the following I have endeavored to give a fair summary of their line of argument.

The attorney for the plaintiff, in his opening address declared that the Compagnie du Kassai several months ago had directed the Clerk of the Court of the First Instance to serve on the missionaries at Luebo two distinct summons. One on Mr. Morrison for charges brought by him against the Compagnie du Kassai, as expressed in the correspondence with M. Dreypondt, the former director in Africa of the Compagnie du Kassai, and M. Chaltin, the present representative here (see enclosures in my despatch No. 10, dated December 4, 1908), for 50,000 francs damage; and the other against Mr. Sheppard for the article published under his name in the "Kassai Herald" of January 1, 1908, claiming 30,000 francs for defamation and injury to the company. The Greffier (clerk of the court), however, for unknown reasons, combined the two in one summons, charging Mr. Morrison, as reasonable editor of the "Kassai Herald," and Mr. Sheppard as the author of the article, fixing amount of damages as asked by the company at 80,000 francs, but no mention was made of the charges made by Mr. Morrison in his correspondence with the two

directors of the company. Owing to this error in the drafting of the summons, the action against Mr. Morrison was withdrawn. The counsel for the prosecution stated that it was the mistake of the clerk of the court, and the company would reserve the right to sue the person responsible for the error. He then agreed with M. Vandervelde's conclusions, and stated that since Mr. Sheppard was recognized and acknowledged to be the author of the article in question, the suit against Mr. Morrison would be withdrawn, but he reserved the right to sue him at a future time on the charges contained in the above-mentioned correspondence.

M. Vandermeeren then took up the several charges and spoke at great length along the following lines: He declared that the term "Chartered Company," as used in the article meant the company du Kassai, and that the article was defamatory and damaging. That it was written to create a wrong impression, and by unfairly attacking the company it had caused considerable damage, and therefore the defendant must pay for the losses they had sustained. That it was a part of a political campaign against the Belgian Congo and the Roman Catholic missionaries in the Kongo.

Referring to the charge that there were armed sentries in the villages who forced the men and women to make rubber, he declared that the company employed none. It was against the orders of the company, but it was possible there were a few of their rubber buyers who possessed guns, which were probably purchased from the Portuguese without the company's knowledge. He was compelled to admit this as M. Vandervelde had previously informed him that he had now at Leopoldville twenty native Bakuba and Baluba witnesses from eleven different villages to prove the fact, and that some of them were, until very recently, armed sentries in the employ of the company.

M. Vandermeeren further declared that natives were never forbidden to cultivate their fields, hunt or fish. There were no abuses in the Bakuba country, and the conditions there had not changed since the Compagnie du Kassai had commenced operations. That up to 1905 the company and the missionaries were on friendly terms, which could be proven by letters, that it was strange this transformation had taken place within the last three or four years. That the company's buyers are natives who live in the villages and exchange merchandise for rubber, paying 1 franc 40 centimes per kilo. He then read some of the company's instructions to their agents. (Here M. Vandervelde interrupted him saying that the instructions were of the same character as those issued by the notorious Abir and Anversoise companies, but were never executed.)

British Consul Thesiger's report on his trip through the Kassai was next criticized at considerable length. The attorney declared that he visited the Kassai at the invitation of the American Missionaries (which statement was afterwards proven

incorrect); that he could not speak the language of the people, and that Mr. Sheppard acted as his interpreter and guide, and accompanied him on most of his journey through that particular country. That his sojourn in the district was too brief to ascertain the true conditions. That he only found abuses while Mr. Sheppard accompanied him. The company admits there were some abuses, but when they are brought to their attention the perpetrators are always punished. (The fact was later established that none of the white agents of the company can speak the Bakuba language, and that Mr. Sheppard is the only foreigner in that country who does.) M. Vandermeeren ended his criticism of Consul Thesiger's report by stating that it was a part of the British campaign against the Kongo and questioned all the facts contained therein. He desired to know why the other missionaries in the Kongo, especially the Catholics, had not seen these abuses. (M. Vandervelde again interrupted him by stating that it was to the honor of the Protestants who had cried out to the world against these abuses, and to the injury of the Catholics who had remained silent.)

M. Vandervelde in opening his forcible and eloquent address in behalf of the defense, stated that he had been severely criticised for undertaking the defense of foreigners in the Kongo against a Belgian company. He came here in the interest of the Belgians as well as the Protestant missionaries, to fight for Belgium against abuses that meant ruin to the Kongo. He confirmed in conclusive arguments, supported by many documents and witnesses, the statements made by Mr. Sheppard in that article, and the charges brought by Mr. Morrison. He regretted the clerk's mistake did not permit him to take up Mr. Morrison's side of the case, as it would have afforded an excellent opportunity to bring to light the abusive system of the Compagnie du Kassai. He knew what Mr. Morrison and Mr. Sheppard's opinion of Kongo justice was, and stated that if he was not a lawyer he would have feared receiving fair treatment, in view of the fact that 50 per cent. of the stock of the Campagne was held by the Belgian Government, its director-general in Belgium and its managing director in Africa are appointed by the Belgian government and also the judge before whom the case is tried.

Regarding the remuneration of the native for rubber, M. Vandervelde produced a copy of the Campagne de Kassai's instructions to its agents and read a few paragraphs which dealt with the question. Agents were informed that in the old established posts where competition had caused the price of rubber to rise as much as three francs per kilo, only one franc twenty-five centimes was to be paid in merchandise, but in other posts one franc, and in villages far from the main river one-half franc and even as low as twenty-five centimes per kilo, and the agents were reminded that the above prices were the maximum allowed. That the most advantageous prices would be the agents who purchased the rubber at